

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

<p>In Re:</p> <p>BDC GROUP, INC.,</p> <p>Debtor-In-Possession.</p>	<p>Case No. 23-00484</p> <p>Chapter 11</p> <p>LIMITED OBJECTION TO DEBTOR'S MOTION TO ASSUME AND REJECT UNEXPIRED LEASES</p>
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COMES NOW Manchester Leasing Services, Inc. (“MLS”), through its attorney, and in support of its Limited Objection to the Debtor’s Motion to Assume and Reject Unexpired Leases, states as follows:

1. Debtor filed its Motion to Assume and Reject Unexpired Leases (Docket #204) on September 15, 2023, regarding nine (9) equipment lease accounts that the Debtor had entered into with MLS prior to the commencement of this Chapter 11 proceeding.
2. The Debtor is in default under the lease accounts with MLS as identified in the Debtor’s Motion, including the Debtor’s failure to pay the June, July, August and September monthly lease payments required under each of the equipment leases.
3. The Debtor’s Motion seeks to reject three (3) lease accounts and assume six (6) lease accounts.
4. MLS has no objection to the Debtor’s rejection of the three (3) lease accounts identified in the Debtor’s Motion, provided that the Debtor is required to turn over the leased

property subject to those three (3) leases to MLS upon entry of an Order approving Debtor's Motion.

5. Pursuant to 11 U.S.C. §365(b)(1) the Debtor must cure its default under the six (6) lease accounts it wishes to assume, and provide assurance to MLS of the Debtor's ability to make future payments required under those lease accounts, before the Debtor can assume the leases identified in its Motion.

6. The amount necessary to cure the Debtor's default on the six (6) leases that it seeks to assume is \$32,024.25, (the "Cure Amount") as set forth in Exhibit "1" attached to this Limited Objection.

7. As referenced by the Debtor in its Motion, MLS is willing to extend the term of the six (6) leases so as to defer payment of the June and July lease payments to the end of the term of the lease accounts, provided that the Debtor:

(i) execute lease modification agreements reflecting the deferral of the June and July payments and extension of the lease term for two additional months; and

(ii) pay the Revised Cure amount of \$18,447.55, consisting of the delinquent August and September payments, late fees and pro-rated attorneys fees incurred by MLS in enforcement of its lease rights. Attached hereto as Exhibit "2" is the calculation, on a lease by lease basis, of the Revised Cure Amount.

8. Absent payment of the Cure Amount, or the execution of lease modification agreements and payment of the Revised Cure Amount, the Debtor has not satisfied its obligations to cure its default in order to assume the six (6) lease accounts with MLS.

9. MLS objects to the Debtor's Motion insofar as the Debtor is seeking to assume six (6) lease accounts with MLS without first curing its default under each such lease as provided for in this Limited Objection.

WHEREFORE, MLS prays that its Limited Objection be sustained, and that the Debtor's Motion to Assume and Reject Leases be denied insofar as the Debtor seeks to assume (6) leases with MLS without curing its default in accordance with 11 U.S.C. §365(b)(1), and that absent a timely cure of its default, that the Court enter an Order deeming all nine (9) of the identified equipment leases identified in the Debtor's Motion to be rejected, and order all equipment concerned under a rejected lease with MLS to be returned by the Debtor to MLS forthwith, and for any and all other, and for any and all other relief deemed just and equitable in the premises.

Dated this 22nd day of September, 2023.

Respectfully submitted,

/s/ Terry L. Gibson
Terry L. Gibson AT0002903
WANDRO & ASSOCIATES, P.C.
2015 Grand Avenue, Suite 102
Des Moines, Iowa 50312
Telephone: 515/717-7455
Facsimile: 515/608-4645
tgibson@wandrolaw.com

**COUNSEL TO MANCHESTER
LEASING SERVICES, INC.**

Certificate of Service

The document was served electronically on parties who receive electronic notice through the CM/ECF as listed on CM/ECF's notice of electronic filing.

Dated this 23rd day of September, 2023.

/s/ Terry L. Gibson

Terry L. Gibson

Exhibit 1

Lease Number	POC #	June 2023 payment	July 2023 payment	August 2023 payment	Sept 2023 payment	Late fees, etc.	Pro-rata atty fees	Prorata Amount	Amt. necessary to cure	Maturity date
1354	35	\$ 908.84	\$ 908.84	\$ 908.84	\$ 908.84	\$ 90.88	\$ 562.74	3.172%	\$ 4,288.99	7/31/24
1377	36	\$ 870.65	\$ 870.65	\$ 870.65	\$ 870.65	\$ 87.07	\$ 539.15	3.039%	\$ 4,108.81	9/30/24
1414	37	\$ 846.04	\$ 846.04	\$ 846.04	\$ 846.04	\$ 84.60	\$ 523.89	2.953%	\$ 3,992.65	10/30/24
1461	40	\$ 2,853.57	\$ 2,853.57	\$ 2,853.57	\$ 2,853.57	\$ 285.36	\$ 1,755.65	9.896%	\$ 13,455.28	12/31/23
1464	43	\$ 590.61	\$ 590.61	\$ 590.61	\$ 590.61	\$ 59.06	\$ 365.64	2.061%	\$ 2,787.14	12/31/23
1465	44	\$ 718.64	\$ 718.64	\$ 718.64	\$ 718.64	\$ 71.86	\$ 444.94	2.508%	\$ 3,391.37	12/31/23
								23.629%	\$ 32,024.25	

Exhibit 2